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## EASTHERT ACREEMENT

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BIRD & SOM, INC., a Massachusette corporation ("Grantor") with SIRD & SOM, INC., a Massachusette corporation ("Grantor") with offices in East Malpole, Massachusetts, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations in hand peid, receipt of which is bereby acknowledged, does hereby grant unto Shell Oil Company, a Delaware corporation with offices at Two Shell Plaza in Mowston, Texas ("Grantoe") an easement for the purpose of construction, maintenance and repair of a slope on a parcel of land idescribed as follows:

A tract of land located in the SW 1/4, Section 18, T.18., R.1E., W.H., Hultnomab County, Oregon:

Beginning at the initial point of the plat of North Front Screet and Dosne Street as recorded in Book 1133, Page 29 of Hultmonih County Plat Records; Thence M. 310 15 East of Hultmonih County Plat Records; Thence M. 31° 15' East 140.60 feet to a point on the Northeasterly right-of-way 11 ne of N.V. Front St. (formerly known as North Front St.); Thance B. 41° 42° 10" West along said right-of-way line 1.151.39 feet to a point which lies M. 41° 42° 10" West 159.00 feet from the most southerly corner of that tract of land described in deed to Shell Oil Company, as recorded in Book 51°, Fage 460, October 11, 1939 of Multrowah County Deed Records; Thence N. 46° 51° 25" East parallel with the Southeasterly line of said Shell Oil Tract 407.14 feet to the True Point of Besigning. the True Point of Beginning;

Thence N. 41° 42° 10" West parallel with said Northeasterly right-of-way line 80.00 feet; Thence N. 48° 57° 25" East parallel with said Southeasterly line 662.36 feet to a point which lies S. 48° 57° 25" West 140.00 feet from the North-easterly line of said Shell Oil Company tract; Thence S. 41° 02° 35" East parallel with said Northeasterly line 80.00 feet; Thence S. 48° 57° 25" West parallel with said Southeasterly line 661.44 feet to the True Point of Beginning, hereafter called "Eastment Area";

together with the rights of incress and egrees over the Essesant Area for the exercise of the rights berein granted; but subject always to the following covenants and conditions which Grantes by acceptance of this Agreement assumed

- To defend and indemnify Grantor against all claims, suits, loss, cost and liability on account of injury or death of persons or damage to any property caused by or ariaing out of any exercise of the exement and rights herein granted and not solely by or out of any negligance of Grantor.
- 2. To obtain the written approved of Grantor prior to the commencement of any construction or major repair of the alone which approval shall not be unreasonably withheld.
- 3. That Grantor, its successors and assigns may modify the slope to accommodate the use for any purpose of Grantor's remaining property provided such modification does not interfere with lateral support of Grantee's property.
- 4. That if Grantor, its successors and assigns brings the adjoining property to suitable grade level, this Essence shall be extinguished as to that part or all of the property brought to suitable grade level.

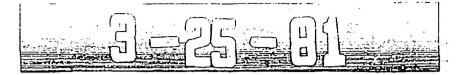
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- S. That Grantee shall keep the slope in good condition and repair and upon Grantee's failure to do so, Granter may make such repairs which Grantee shall reinburse Granter on demand.
- 6. That the easement and rights herein granted are nonexclusive and that Grantee reserves the right to use the fasement Area in any way and for any purpose not inconsistent with the rights herein granted including the right to grant easement rights to others.
- 7. That, if Grantee fails to construct the slope on any part or. all of the Easement Area granted herein within ten (10) years affer the date of this Agreement, thou this Agreement shall be extinguished as to all or that part not so utilized.
- Grantee shall not use this essenent or any rights granted under said essenent in a manner which will impede the maximum flow levels of the existing storm sewer system presently flowing through and scross the above described Essenent Area.
- 9. That in the event Grantee terminates the slope essenent granted by Grantee to Grantor on the property lying imaediately contiguous to the southeasterly line of said Easement Area then Grantor, at its option, shall have the right to terminate this Easement Agreement by giving motice. If Grantee has constructed the slope on any part or all of the Easement Area, Grantee shall, whith aims months after notice has been given, construct at its property line and at its expanse, a retaining wall in a manner satisfactory to Grantor (Grantor's approval shall not be unreasonably withheld) in order to prevent any damage to Grantor's property or structures located therein. If Grantee shall fail to so construct said retaining wall, then Grantor, at its option, shall have the right to construct said retaining wall and charge the entire cost thereof to Grantee.
- 10. All notices herounder shall be writen, shall be given by certified or registered letter or telegram, and shall be deemed given when the letter is deposited in the sail or the telegram with the telegraph company, postage or charges prepaid and directed to Grantor or Grantee (as the case may be) at its address specified herein.
- 11. This agreement comprises the entire agreement, and merges and supersedes all prior representations and understandings, between Grantor and Grantee concerning the subject matter of consideration hereof.

SUBJECT to the foregoing this Easement Agreement shall run with the land, and shall bind and issure to the benefit of Grantor's successors and assigns and Grantee's successors and assigns and Grantee's successors and assigns.

EXECUTED as of MARCH 17 SIRD & SON, INC.

WITHESSES:

MANAGER REAL ESTATE SERI CORPORATE REAL ESTATE

DANNA R. MOORE

MAR 25 1981



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		STATE OF GALFORNEA ) COUNTY OF SAM-MATEO ) Who, being avore, did	. 1981. Pe	abox1512rice 5	BARCOCK
	of Bird & Son, Inc. and that said instrument was signed in behalf of said corporation by outhority of its Sourd of Directors; and he acknowledged said instrument to be its voluntary act and deed.  Before we:				
	. ,	My Commission Expires:		Poticin and Public	Francis .
	Pioniss Molonal	COUNTY OF HARRIS )	is:		
	<b>8</b> ₹	who, being sworn, did say that he is Meagar Weal Hite Series, Carp Well Extra of Shell Oil Company and that said instrument was signed in behalf of said corporation by authority of its Soard of Directors; and he acknowledged said instrument to be its voluntary act and deed.  Before me:			
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